

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 21 June 2006 Division: Growth Management

Bulk Item: Yes X No Department: Marine Resources

Staff Contact: George Garrett

AGENDA ITEM WORDING:

Approval of an Inter-Local Agreement between the City of Key West and Monroe County for use of property near Truman Annex as a temporary debris site for the County's removal of marine debris resulting from the 2005 storm season.

ITEM BACKGROUND:

Sites are needed as temporary debris sites for the removal of marine debris up and down the Keys. The City of Key West has graciously agreed to allow the County to use property on the water, including a boat ramp, to allow the removal of this material from the waters surrounding Key West up to Boca Chica.

PREVIOUS RELEVANT BOCC ACTION:

None

CONTRACT/AGREEMENT CHANGES:

New Contract

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: None BUDGETED: Yes No

COST TO COUNTY: None SOURCE OF FUNDS:

REVENUE PRODUCING: Yes No AMOUNT Per Month Year

APPROVED BY: County Atty X OMB/Purchasing NA Risk Management NA

DIVISION DIRECTOR APPROVAL: Ty Symroski
Ty Symroski, Director of Growth Management

DOCUMENTATION: Included X Not Required

DISPOSITION: AGENDA ITEM NO.:

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with:	Key West	Contract #	
		Effective Date:	Immediate
		Expiration Date:	December 2006

Contract Purpose/Description:
ILA with the City of Key West to allow use of City property for marine debris removal related to the 2005 hurricane season

Contract Manager:	<u>George Garrett</u>	<u>2507</u>	<u>Marine Resources / 11</u>
	(Name)	(Ext.)	(Department/Stop #)

for BOCC meeting on 6/21/06 Agenda Deadline: 6/5/06

CONTRACT COSTS

Total Dollar Value of Contract: \$ 0 Current Year Portion: \$ 0
 Budgeted? Yes ☐ No ☒ Account Codes: _____
 Grant: \$ 0 _____
 County Match: \$ NA _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$NA/yr
(Not included in dollar value above)

For: NA
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	6/6/26	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	TJ	6/6/26
Risk Management		Yes <input type="checkbox"/> No <input type="checkbox"/>		
O.M.B./Purchasing		Yes <input type="checkbox"/> No <input type="checkbox"/>		
County Attorney		Yes <input type="checkbox"/> No <input type="checkbox"/>		

Comments: _____

**INTERLOCAL AGREEMENT
BETWEEN
MONROE COUNTY AND THE CITY OF KEY WEST NAVAL PROPERTIES
LOCAL REDEVELOPMENT AUTHORITY FOR
REMOVAL OF MARINE RELATED HURRICANE DEBRIS**

THIS INTERLOCAL AGREEMENT is entered into between MONROE COUNTY (COUNTY), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 and the CITY OF KEY WEST NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY (LRA), a body corporate and politic pursuant to Chapter 163 of the Florida Constitution, whose address is 525 Angela Street, Key West Florida 33040.

WHEREAS, the hurricanes of 2005 have left large amounts of debris in the waters surrounding the Florida Keys; and

WHEREAS, the COUNTY needs access to the water in the Lower Keys area in order to remove marine debris from the water; and

WHEREAS, the LRA has access to the water on a parcel of land owned by LRA, and has agreed to allow the COUNTY to use the site for removal of hurricane debris; and

WHEREAS, it is in the best interest of the COUNTY and the LRA to have the debris removed; and

WHEREAS, the parties are authorized by Section 163.01(4), Florida Statutes, to enter into an interlocal agreement to carry out their independent powers;

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, the LRA and the COUNTY agree as follows:

1. **LOCATION:** COUNTY shall have the use of that parcel of land, including the boat ramp, owned by the LRA, more particularly described as:

“Key West parcel of land lying westerly of Truman Annex (24.95 ac) U-161-329 or 1839-410/479Q/C (LG)”

2. **SCOPE:** COUNTY, or its contractors, shall remove hurricane debris from the surrounding waters, by using the LRA’S land and boat ramp located at the above location.

3. **TERM:** Subject to and upon the terms and conditions set forth herein, this Agreement shall commence on the ____ day of _____, 2006 and continue in force until terminated by either party by providing to the other party written notice of termination, which must be given at least thirty days in advance of the effective date of termination or until such time as the debris removal has been completed whichever comes first.

4. **USE AND CONDITIONS.** COUNTY shall use the premises to access the waterfront for the removal of debris and temporary staging for the removal. COUNTY shall coordinate its operations with LRA so as to identify the area utilized, minimize the area utilized, and limit the duration of the use. COUNTY acknowledges that the United States Navy has an easement to utilize the boat ramp located on the subject property. Accordingly, LRA specifically reserves the right to determine when COUNTY shall be permitted to utilize the boat ramp. COUNTY shall not place on LRA premises any structure or improvements of any kind, whether temporary or permanent unless agreed to in this Agreement or approved in writing by LRA or LRA designee. COUNTY shall be responsible for removal of any such structures or improvements. COUNTY agrees to remove all debris from the premises prior to any named tropical storm or hurricane that threatens Key West. COUNTY herein specifically agrees to comply with all applicable laws, codes, ordinances, rules and regulations of state, local, and federal agencies, as existing and as may be promulgated during the term of this agreement.

5. **RELATIONSHIP OF PARTIES.** The Parties are independent of each other and shall at no time be legally responsible for any negligence on the part of the other Party, its employees, agents or volunteers resulting in either bodily or personal injury or property damage to any individual, property or corporation.

6. **TAXES.** The Parties are not subject to taxes and assessments.

7. **INSURANCE.** The parties to this agreement stipulate that each is a governmental agency as defined by Florida Statutes and represents to the other that it has purchased suitable Public Liability, Vehicle Liability, and Workers' Compensation insurance, or is self-insured, in amounts adequate to respond to any and all claims under federal or state actions for civil rights violations, which are not limited by Florida Statutes Section 768.28 and Chapter 440, as well as any and all claims within the limitations of Florida Statutes Section 768.28 and Chapter 440, as well as any and all claims within the limitations of Florida Statutes arising out of the activities governed by this agreement.

To the extent allowed by law, each party shall be responsible for any acts of negligence on the part of its employees, agents, contractors, and subcontractors and shall defend, indemnify and hold the other party harmless from all claims arising out of such actions.

Each party agrees to keep in full force and affect the required insurance coverage during the term of this Agreement. If the insurance policies originally purchased which meet the requirements of this agreement are canceled, terminated or reduced in coverage, then the respective party must immediately substitute complying policies so that no gap in coverage occurs. Copies of current policy certificates shall be filed with the Other Party whenever acquired or amended.

8. **HOLD HARMLESS.** To the extent allowed by law, the COUNTY shall be liable for and shall fully defend, release, discharge, indemnify and hold harmless the LRA, the members of the Key West City Commission, its officers and employees, its agents and contractors, from and against any and all claims, demands, causes of action, losses, costs and expenses of whatever type - including investigation and witness costs and expenses and attorneys' fees and costs - that arise out of or are attributable to the COUNTY's operations on the premises except for those claims, demands, damages, liabilities, actions, causes of action, losses, costs and expenses that are the result of the sole negligence of the LRA, its officers, employees, servants, agents or contractors. COUNTY does not waive any of its sovereign immunity rights including but not limited to those expressed in Section 768.28, Florida Statutes.

9. **NON-DISCRIMINATION.** The LRA and the COUNTY, each for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of premises or in the contracting for improvements to the premises.

COUNTY and LRA agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. COUNTY AND LRA agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the

bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination

provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

10. **ASSIGNMENT.** The COUNTY may not assign this Agreement or assign or subcontract any of its obligations under this Agreement without the approval of the LRA. All the obligations of this Agreement will extend to and bind the legal representatives, successors and assigns of the LRA and the COUNTY.

11. **SUBORDINATION.** This Agreement is subordinate to the laws and regulations of the United States, the State of Florida, Monroe County and the LRA of Key West, whether in effect on commencement of this Agreement or adopted after that date.

12. **INCONSISTENCY.** If any item, condition or obligation of this Agreement is in conflict with other items in this Agreement, the inconsistencies shall be construed so as to give meaning to those terms which limit the County's responsibility and liability.

13. **GOVERNING LAWS/VENUE.** This Agreement is governed by the laws of the State of Florida and the United States. Venue for any dispute arising under this Agreement must be in Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to a reasonable attorney's fee and costs.

14. **CONSTRUCTION.** This Agreement has been carefully reviewed by the LRA and the COUNTY. Therefore, this Agreement is not to be construed against any party on the basis of authorship.

15. **NOTICES.** Notices in this Agreement, unless otherwise specified, must be sent by certified mail to the following:

COUNTY:

County Administrator
1100 Simonton Street
Key West, FL 33040

and

Engineering Department
1100 Simonton Street
Key West, FL 3304

LRA:

City Manager
525 Angela Street
Key West, FL 33040

and

LRA Project Manager
P.O. Box 6434
Key West, FL 33041-6434

16. **FULL UNDERSTANDING.** This Agreement is the parties' final mutual understanding. It replaces any earlier agreements or understandings, whether written or oral. This Agreement cannot be modified or replaced except by another written and signed agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

Attest:

Danny L. Kohlage, Clerk

Deputy Clerk

Date: _____

Board of County Commissioners
Of Monroe County

By: _____

Charles "Sonny" McCoy, Mayor

Date: _____

LRA of Key West

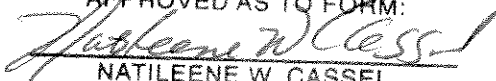
Witnesses:

Signature

Morgan McPherson, Mayor

Signature

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:


NATILEENE W. CASSEL
ASSISTANT COUNTY ATTORNEY
Date 6-25-06